Cool Tech® SMP Paint System 40 Year Limited Warranty

Western States Metal Roofing. provides the following warranty concerning the use of Western States Metal Roofing's Cool Tech®-SMP (CT-SMP) system for metal roofing and sidewall building panels applications to:

"Company Name"
"Address"

Western States Metal Roofing. (WSMR) warrants that the *CT-SMP* system, including primer and backer, when applied over prime properly cleaned and chemically treated Aluminum, Hot Dipped Galvanized Steel, and Aluminum/Zinc coated steel in accordance with paint manufacturer's application specifications, will not under normal atmospheric conditions, in the United States and Canada:

- A. Chip, Crack, Check, or Peel for a period of (40) forty years from date of installation (except for such crazing that may occur on tightly roll-formed edges and brake bends).
- B. Chalk in excess of a numerical rating of (8) for a period of (40) forty years from date of installation when measured in accordance with the standard procedures outlined in ASTM D-4214 on vertical (sidewall). On horizontal application (roofing), chalk will not exceed a-numerical rating of (6).
- C. Fade or change color in excess of (5) E units (NBS) for vertical surfaces and seven (7) for non-vertical surfaces, for a period of (40) forty years from date of installation as calculated in accordance with ASTM D-2244, Paragraph 6.3. Color change is to be measured on an exposed painted surface that has been cleaned of surface soils and oxidation, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

This warranty is restricted to failures resulting from normal weathering and does not include coating failures caused by scratches, scrapes or any other unnatural damage including improperly formed, fabricated or embossed material. WSMR accepts no liability for damages caused by acts of God, radiation, falling objects, explosions, or other external forces beyond WSMR's control. This warranty does not cover any kind of failure or corrosion of the substrate which includes cut edge corrosion on building panels.



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This warranty excludes failures caused by standing water, and direct exposure to corrosive and aggressive atmospheres including animal waste products. This warranty does not cover failure due to salt spray corrosion or failure of the substrate.

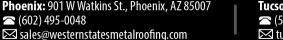
WSMR's responsibility liability is limited, at its option, and extends only to the direct cost of refinishing or replacing failed coated substrate and in no event shall WSMR's liability exceed the lesser of the cost of replacing the coated metal or refinishing the metal on site. WSMR cannot accept liability for loss or damage to other property or equipment, loss of profits or sales, or any other claims relative to standard business interruption, or any other incidental or consequential damages. This warranty does not cover, nor does WSMR accept any financial responsibility for tear down, removal or reinstallation of roofing, solar panels, or any other attachments previously added to the roof or its surface.

WSMR reserves the right to establish whether repainting or replacing material is required and to approve and participate in the negotiation of any subcontracted material replacement, installation, or refinishing. After replacement or re-finishing of the repaired area, this warranty will be for the remainder of the warranty period applicable to the metal originally coated area will be considered as installed as of the original installation date for the purpose of the application of this warranty.

Claims under this warranty must be submitted in writing within forty-five (45) days of discovery of the warranted performance failure. Upon review, WSMR may, at its discretion, choose to remediate said claim under the terms and conditions outlined in the warranty document or inspect the project. WSMR requires the opportunity for site failure inspection and investigation. WSMR also reserves the right to solely evaluate and determine its obligation under the terms and conditions of this limited warranty.

Purchaser shall maintain, or have access to, adequate records to identify the coil coater, coil numbers, product identification and date of installation. In the event of a claim, WSMR reserves the right to inspect all records mentioned above.

This limited warranty supersedes any, and all other warranties of performance, expressed or implied, by WSMR. Any modifications, additions, or adjustments made to this warranty must be officially added as a signed written amendment.







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This warranty is extended to Purchaser alone at the purchase of the Product and shall not inure to the benefit of any other party. WSMR's warranty and name(s) are not to be used in any warranty given by Purchaser without advanced written authorization from WSMR. Purchaser shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this warranty extends to or is available to anyone other than Purchaser.

This limited warranty is nontransferable and non-assignable and may not be modified, extended, or enlarged by any representative of WSMR or intermediate salesman or agent.

This limited warranty shall be governed by and interpreted in accordance with, the laws of the State of Arizona.

| Western | States Metal Roofing |
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| Signatur | e: |
| By: Jasn | nine Rubio |
| Title: W | arranty Manager |
| Date: | |
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| "Company" | |
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| Signature: | |
| By: | |
| Title: | |
| Date: | |
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